

"Notwithstanding any provision herein or any instrument now or hereafter securing said indebtedness, the total liability for payments in the nature of interest shall not exceed the limits now imposed by the usury laws of the State of applicable jurisdiction governing the provisions of this Note.

"This Note may not be terminated orally, but only by discharge in writing and signed by the party who is the owner and holder of this Note at the time enforcement of any discharge is sought.

"This Note shall, for all purposes, be governed by and construed in accordance with the laws of the State of South Carolina."

3. All parties acknowledge that the unpaid principal balance of the Mortgage owing as of April 30, 1974 is the sum of \$ 598,321.15 and the Mortgagor acknowledges that (i) the Mortgage is valid and legally enforceable, according to its terms, (ii) the Mortgagor has no defense, set-off or counterclaim to the Mortgage and (iii) the Mortgagor assumes and agrees to pay the Mortgage as if it were the original maker.

4. The terms and conditions of the Master Loan Agreement, ^{March 26, 1974} as modified by the Order/and the terms and conditions of the Order shall survive and remain in full force and effect until all the Mortgages set forth on Exhibit "A" and Exhibit "B" are paid in full and the terms and conditions of the Master Loan Agreement and the Order are incorporated herein as if set out in full.

5. The payment of the Mortgage encumbering the property described in Exhibit "A" is additionally secured by the Property encumbered by each and every Mortgage described in Exhibit "B" and the payment of the mortgages encumbered by properties described in Exhibit "B" are additionally secured by the Property encumbered by the Mortgage described in Exhibit "A"; and each Mortgage is hereby cross-collateralized with every other Mortgage encumbering properties referred to in Exhibit "A" and Exhibit "B" and the payment of any Mortgage set forth in Exhibit "A" or Exhibit "B" shall not release the Property encumbered by that Mortgage from the lien of any other Mortgage until all Mortgages are fully paid, except as hereinafter provided.

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